

RESEARCH ACCESS PERMIT

This Permit ("Permit") dated as of October ____, 2011 and is issued by Weyerhaeuser Company, PO Box 889, Rainier WA 98576 ("Weyerhaeuser") to ~~WEST Consulting~~~~Lewis County~~ ("Permittee") ~~acting on behalf of the Chehalis River Basin Flood Authority ("Flood Authority") and acting through Lewis County in the county's capacity as fiscal agent for the on behalf of the Chehalis River Basin Flood Authority~~ (~~Flood Authority~~).

- A. PERMITTEE.** "Permittee" includes Permittee's employees, agents, and contractors.
- B. PERMIT AREA** Weyerhaeuser grants Permittee the non-exclusive right to enter and be upon the Weyerhaeuser's property and associated roads as described on page 2 of Exhibit A ("Permit Area").
- C. PERMITTED ACTIVITY.** Activity under this Permit is limited to the installation, repair, maintenance, and monitoring of four rain gages and one combination rain/stream gage as described in Exhibit A Chehalis River Basin Rain Gage Installation Plan. This Permit does not authorize either recreational access or third party access for any reason. This Permit is subject to all existing easements, licenses, exceptions, and other encumbrances. The permission granted to Permittee by this Permit is limited to lands owned by Weyerhaeuser.
- D. TERM.** This Permit is effective beginning October ____, 2011 and ends October ____, 2012. If both parties are agreeable to terms and conditions and funding is available, the permit may be renewed for an additional year.
- E. CONSIDERATION.** Mutual benefits and faithful compliance with Permit terms and conditions.
- F. KEYS AND SECURITY DEPOSIT.** Permittee has been issued key(s) number (____), (____), (____) for use only as authorized under this Permit. This (these) key(s) shall be returned promptly at the termination of this Permit. Should Permittee fail to return the key(s) promptly and in good working order the Permittee shall pay Weyerhaeuser \$250 per key within 30 days following termination of the permit.
- G. INSURANCE.** Before commencing any activity under this Permit, Permittee shall obtain and maintain in full force and effect during the term of this Permit, at Permittee's sole expense the following insurance coverage on Permittee's activities:
 - 1) Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for general aggregate limit.
 - 2) Business Auto Liability Insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto."
 - 3) If Permittee uses employees in its activities, Employers Liability Insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 for each employee for bodily injury by disease.

During the period of this Permit, Permittee shall obtain an endorsement for the above insurance coverage naming Weyerhaeuser and its subsidiaries as additionally insured and shall provide Weyerhaeuser with a valid insurance certificate as proof of insurance. This certificate shall include 30-day advanced notification to Weyerhaeuser before the insurance may be cancelled. As a government agency, Permittee may provide a letter stating that it meets these minimum coverages.

GENERAL TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAW.** Permittee shall comply with all applicable federal, state, and local laws, regulations, and other requirements.
2. **ROAD USE.** Permittee shall:
 - (a) Comply with all traffic safety rules and regulations established by Weyerhaeuser including the following limitations:
 - Maximum speed is 25 miles-per-hour on all primary roads. Individual road conditions, weather, and limited visibility will require slower speeds.
 - All vehicle occupants must wear seat belts on Weyerhaeuser's roads.
 - Drive with lights "on."
 - Drive on the right.
 - Be prepared to stop in not more than half your sight distance.
 - Do not block roads or otherwise interfere with forestry operations.
 - (b) After passing through, leave all gates in open or closed position as found prior to passing through, unless otherwise instructed to follow a different local gate policy.
3. **FIRE PROTECTION.** When operating under this Permit, Permittee shall have in possession during fire season (April 15 through October 15) a shovel, ax, water and fire extinguisher conforming to DNR fire regulations and comply with all laws and regulations pertaining to fire protection and suppression. Permittee will take every possible precaution to prevent fires from igniting and shall make every reasonable effort to suppress or contain fires started from any cause.
4. **HAZARDOUS MATERIALS.** Permittee shall not dispose of, discard or leak any dangerous, hazardous, or regulated products or materials on Weyerhaeuser's property.
5. **FIREARMS AND WEAPONS.** Permittee shall not possess, use or display firearms or weapons on Weyerhaeuser's property while operating under this Permit.
6. **HOUSEKEEPING.** Permittee shall maintain satisfactory housekeeping practices during the duration of the Permit, and upon completion of work, shall remove all equipment, materials, tools, rubbish, and other materials of any kind, which may have accumulated on the premises. On-site disposal of waste whether by burning, burying or otherwise, is specifically prohibited.
7. **NOTICES.** All notices provided for in this Permit must be given in person or via telephone, facsimile, e-mail or US mail to the persons whose signatures appear at the end of this Permit.
8. **NON-ASSIGNMENT.** Permittee may not assign its rights under this Permit without Weyerhaeuser's prior written consent.
9. **ASSUMPTION OF RISKS.** Permittee assumes all risks of personal injury or property damage to itself and its employees, agents, and contractors in connection with Permittee's activities under this Permit. Permittee acknowledges that the property and Permit Area are used for logging, forestry, and industrial operations and are maintained, if at all, only to standards required for such use. Permittee further acknowledges and understands that Weyerhaeuser has made no representations as to the present or future condition of its property or the Permit Area, the character of traffic on its property, or any other factor affecting Permittee's risks. Permittee shall pay for all damage to Weyerhaeuser's property resulting directly or indirectly from Permittee's acts or omissions under this Permit, even if not attributable to negligence by Permittee.

10. **INDEMNIFICATION.** Permittee shall indemnify, and hold harmless Weyerhaeuser and its subsidiaries against all claims or liabilities asserted by third persons resulting directly or indirectly from Permittee's acts or omissions hereunder whether negligent or otherwise.
11. **TERMINATION.** Either party may terminate this Permit upon thirty (30) days written notice.
12. **RELATIONSHIP OF PARTIES.** This Permit is not intended to create and shall not be construed to create any partnership or association for profit between Permittee and Weyerhaeuser, and any liabilities hereunder shall be several and not joint.
13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof.
14. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party to enforce all or any provision of this Permit, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action.
15. **EXHIBITS.** All exhibits to this Permit are deemed to be incorporated in this Permit in their entirety.
16. **EMPLOYEES, AGENTS AND CONTRACTORS.** The names of all Permittee's employees, agents or contractors entering Weyerhaeuser's property under the terms of this Permit must be recorded in the spaces provided on this Permit or made known to Weyerhaeuser in writing delivered in person or via facsimile, e-mail or US Mail prior to entry on to the property.
17. **IN POSSESSION OF PERMIT.** This Permit or a legible copy hereof must be carried in any and all vehicles entering Weyerhaeuser's property under the terms of this Permit. The Permit (or copy) must be available for inspection any time the Permittee or his or her employees, agents or contractors are on Weyerhaeuser's property.
18. **DATA, RESEARCH RESULTS AND REPORTS.** During the term of this Permit, the Permittee shall make data collected on Weyerhaeuser's property, research results, draft reports and final reports resulting from collection and analysis of that data available to Weyerhaeuser. Weyerhaeuser shall have immediate access to all real-time data that is collected.
19. **PERMITS.** Permittee is required to obtain any permits required for installation of the gages.
20. **EQUIPMENT.**
 - (a) If Permittee does not renew this Permit as allowed in Section D, ~~Weyerhaeuser may elect to take possession of the installed gages and equipment and use and maintain it for further data collection. If Weyerhaeuser elects not to take possession of the equipment and gages, Permittee may negotiate with Weyerhaeuser about allowing Weyerhaeuser to take possession of the installed gages and equipment to use and maintain for further data collection, or~~ must remove the equipment within thirty (30) days of termination or shall reimburse Weyerhaeuser for the removal of the equipment.
 - (b) During the term of this Permit, Permittee must maintain the gages and equipment so that data accuracy is not compromised.
21. **LIMITATIONS.** Weyerhaeuser reserves the right to close or restrict access to the Permit Area without notice, when in Weyerhaeuser's judgment, such action is necessary to protect private property, Company operations or public safety.

IN WITNESS WHEREOF, the parties have executed this Research Access Permit as of the Effective Date.

~~LEWIS COUNTY~~ **WEST CONSULTING**

WEYERHAEUSER COMPANY

By: _____
~~David Curtis~~ **Robert Johnson**
Its: Director, ~~Community Development~~
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By: _____
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